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Attorney for Defendant DoorDash, Inc.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

OMNITY CONSULTING, LLC d/b/a  
HARLEM SHAKE (WEST 124TH  
STREET), individually and on behalf of all  
others similarly situated,,

Plaintiff,

v.

DOORDASH, INC., ,

Defendant.

Case No. 4:24-cv-00959-JSW

**SECOND STIPULATION TO EXTEND  
TIME TO RESPOND TO COMPLAINT**

Complaint Filed: February 16, 2024

Pursuant to Local Rule 6-1(a), the parties, Plaintiff Omnity Consulting, LLC d/b/a Harlem Shake (West 124<sup>th</sup> Street) (“Omnity”) and Defendant DoorDash, Inc. (“DoorDash”), by and through their respective counsel, stipulate to extend the time for DoorDash to respond to the Complaint. The parties state as follows:

1. On February 16, 2024, Omnity filed this action, bringing claims under the Administrative Code of City of New York § 20-563.3, New York Local Law No. 52 of 2020, and New York Local No. 88 of 2020;

2. On February 20, 2020, DoorDash registered agent received a Service of Process with a copy of the summons and complaint, making March 12, 2024, the previous deadline for DoorDash to answer or otherwise respond to the complaint;

3. On March 11, 2024, the parties filed a Joint Stipulation extending DoorDash’s time to respond to Plaintiff’s Complaint. The justification for said stipulation was to allow DoorDash more time to evaluate the claims raised in the complaint.

4. The parties have presently conferred and agree to further extend the time for DoorDash to answer or otherwise respond to the Complaint by 30 days, from the current deadline of April 9, 2024, to May 8, 2024.

5. The parties have engaged in settlement discussions during the previous extension period and the granting of this further extension would allow the parties to continue to do so.

6. One prior extension of time has been requested, on March 11, 2024;

7. The parties will file the joint Rule 26(f) report and initial disclosures by their respective deadlines.

8. This change will not alter the date of any other event or deadline already fixed by Court order.

9. The filing of this stipulation does not waive any defenses, objections, or bases for dismissal of either party.

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1 THEREFORE, IT IS HEREBY STIPULATED by and between Omnity and DoorDash that  
2 DoorDash will have until May 8, 2024, to respond to the Complaint.

3 **SO STIPULATED**

4 Dated: April 3, 2024

s/ Connor J. Dopeso

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Attorney for Plaintiff Omnity Consulting, LLC  
d/b/a Harlem Shake (West 124th Street) and the  
Class

12 Dated: April 3, 2024

s/ Jenelle Welling

Jenelle Welling (SBN 209480)  
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Attorney for Plaintiff Omnity Consulting, LLC  
d/b/a Harlem Shake (West 124th Street) and the  
Class

20 **SIGNATURE ATTESTATION**

21 In accordance with Local Rule 5-1(i)(3), I, Connor J. Dopeso, attest that I have obtained  
22 concurrence in the filing of this document from the other signatory listed above.

24 /s/ Connor J. Dopeso

Connor J. Dopeso

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on April 4, 2024, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send notification of such filing to all counsel of record in this matter who are registered on the CM/ECF system.

/s/ Connor J. Dopeso

Connor J. Dopeso